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AGREEMENT

by and between the

TOWN OF GUILDERLAND

and

CSEA, Local 1000 AFSCME,
AFL-CIO

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JUN 10 2009

ADMINISTRATION

Since 1910



New York's LEADING Union

Town of Guilderland Town Hall Unit "A"

Albany County Local 801

January 1, 2008 - December 31, 2010

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PREAMBLE

THIS AGREEMENT is made this 31st day of July, 2008 by and between the Town of Guilderland and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO for the Town of Guilderland Unit "A" of the Albany County Local #801.

WHEREAS:

It is the purpose and intent of this Agreement to provide a fair and cooperative working relationship between the Town of Guilderland and its employees for the mutual benefit of the public, the Town Government and its employees.

NOW, THEREFORE;

In consideration of the mutual covenants contained herein, the parties agree to the following:

THIS AGREEMENT will be in effect for a three (3) year period commencing January 1, 2008.

ARTICLE I

RECOGNITION

The Town of Guilderland recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO for the Town of Guilderland Unit of the Albany County Local #801 pursuant to the terms of the certification issued on November 19, 1984, as the exclusive representative for collective negotiations with respect to salaries, wages, hours and all other terms and conditions of employment for the employees in the bargaining unit as defined in Article II.

ARTICLE II

COLLECTIVE BARGAINING UNIT

The collective bargaining unit shall be comprised of all full and part-time Telecommunicators, Sr. Telecommunicators and Director of Animal Services.

Part-time shall be defined as employment where the hours worked are less than fifty percent of the regular work week contained within the Work Day/Work Week provision of this Agreement.

ARTICLE III

DUES DEDUCTIONS

The Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO shall have exclusive rights to payroll deduction of dues and union sponsored insurance and benefit program premiums for employees covered by this agreement. Such dues and premiums shall be remitted to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210 or CSEA's authorized agent, on a payroll period basis. No other organization shall be accorded any payroll deduction privilege without the express consent and written authorization of the Civil Service Employees Association, Inc.

The Town agrees to have deductions made from the wages of employees in the bargaining unit who are not members of the CSEA, an amount equivalent to the dues levied by the CSEA, Inc. Such deductions shall be forwarded to the CSEA, Inc., on a payroll period basis with a listing of such employees.

ARTICLE IV

RECIPROCAL RIGHTS

Section 1. The Employer recognizes the right of the employees to designate representatives of CSEA to appeal on their behalf and to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of the Agreement, and to visit employees during working hours for the foregoing purposes. The Employer agrees that no other representative or organization offering benefits or programs similar to those offered or sponsored by the CSEA shall be provided access to bargaining unit employees. The Employer further agrees that it will not permit any other organization or union to hold meetings for the purpose of discussing terms and conditions of employment, or be provided meeting space, on property or premises owned or occupied by the Town of Guilderland.

Section 2. The Employer shall administer its obligations under this Agreement in a manner which will be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, nationality, race, creed, color, age, disability or marital status.

Section 3. The CSEA shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the Employer. The officers and agents of CSEA shall have the right to visit the Employer's facilities for the purpose of adjusting grievances and administering the terms and conditions of this Agreement.

ARTICLE IV

RECIPROCAL RIGHTS (CONTINUED)

Section 4. Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of the Agreement shall be permitted a reasonable amount of time free from their regular duties to fulfill these obligations. It shall be understood that these obligations have as their purpose the maintenance of harmonious and cooperative relations between the Employer and the employee and the operation of government.

Section 5. The Employer shall supply, to the Unit President, a list of all employees in the bargaining unit showing the employees full name, home address, social security number, job titles, membership status, insurance deduction and first date of employment. Such information shall be forwarded on a quarterly basis.

Section 6. The Employer shall continue to authorize payroll deduction rights for employee participation in the credit union.

ARTICLE V

SALARIES AND OTHER COMPENSATION

Section 1. Effective January 1, 2008, each and every step of the 2007 salary schedule shall be increased by three percent (3%) across the board, as reflected in Appendix "A".

Section 2. Effective January 1, 2009, each and every step of the 2008 salary schedule shall be increased by three percent (3%) across the board, as reflected in Appendix "A".

Section 3. Effective January 1, 2010, each and every step of the 2009 salary schedule shall be increased by three percent (3%) across the board, as reflected in Appendix "A".

Section 4. Effective December 31, 2005, and effective December 31, 2006, a Five Hundred Dollar (\$500) increase shall be applied to each and every step of the Animal Control Officer title salary schedule with the understanding that these increases take effect prior to percentage increases reflected in Section 2 above.

Section 5. Longevity: In addition to the above, effective January 1, 2001, employees shall receive longevity service pay of \$250.00 after five (5) years of service, and additional \$750.00 after ten (10) years of service and an additional \$1,000.00 after fifteen (15) years of service. Effective January 1, 2005, an additional Five Hundred Dollars (\$500), after twenty (20) years of service, shall be added for longevity service pay. Effective January 1, 2008, an additional one thousand (\$1,000.00), after twenty-five (25) years of service, shall be added for longevity service pay.

ARTICLE VI

WORKDAY AND WORKWEEK

Section 1. The regular workday and workweek for clerical employees shall be 7 hours per day, 35 hours per week between the hours of 9:00 AM - 4:30 PM, Monday through Friday, with one-half (1/2) hour lunch.

Section 2(a). The regular workday and workweek for Telecommunicators shall be 8 hours per day, 40 hours per week during the following work schedule:

11:00 P.M. - 7:00 A.M. ("A" Shift)
7:00 A.M. - 3:00 P.M. ("B" Shift)
3:00 P.M. - 11:00 P.M. ("C" Shift)

(b). Telecommunicators shall work five (5) consecutive eight (8) hour shifts with two (2) consecutive days off.

(c). Telecommunicators workday/workweek schedules shall be posted by the 20th day of the month preceding the work required.

Section 3. The regular workday and workweek for Director of Animal Services shall be 8 hours per day, 40 hours per week between the hours of 8:00 A.M. - 4:30 P.M., Monday through Friday, with one-half (1/2) hour lunch.

Section 4. In addition to a one-half (1/2) hour lunch period, employees shall be entitled to two (2) 15 minute paid breaks.

Section 5. There shall be no rescheduling of an employee's workday or workweek to avoid the payment of overtime.

Section 6. Changes to the above work day/work week may not be made during the life of the Agreement without prior consultation and 30 days advance notice.

Section 7. Effective January 1, 2001, there shall be a shift differential paid as follows:

"A" Shift - .25¢ per hour
"C" Shift - .20¢ per hour

Section 8. Telecommunicator shift bidding language to be discussed and agreed upon through a Labor/Management meeting.

ARTICLE VII

OVERTIME AND OTHER EMOLUMENTS

Section 1. Overtime compensation of time and one-half of the employees hourly rate of pay shall be paid for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week. Pass days, and the use of leave credits and holidays shall be considered as time worked in the computation of overtime.

Section 2(a). Clerical titled employees ONLY shall have the option to receive overtime compensation of: compensatory time of time and one-half OR overtime compensation of time and one-half of the employees hourly rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week.

(b). Compensatory time off or straight pay shall be paid for all hours worked beyond an employee's regular work day up to eight (8) hours per day and/or forty (40) hours per week. The choice of compensation in time or money shall be made by the employee.

Section 3. There shall be no rescheduling of employees' tours of duty to avoid the payment of overtime except in situations where at least forty-eight (48) hours of advance notice is given.

Section 4. Overtime shall be assigned on a rotational basis with a list established by seniority. In the event an employee refuses overtime or is unavailable to perform the overtime, that employee name shall go to the bottom of the overtime rotational list.

Section 5. In the event that all available employees refuse or are unable to accept the overtime assignment, the Town may assign overtime work.

Section 6. Should a situation occur when a Town official cannot be contacted for overtime assignment in Section 5 above, the employee on duty shall remain on duty for an additional four (4) hours, with the employees scheduled on the subsequent shift to come in four (4) hours early.

Section 7. Recall Pay

Two (2) hours of recall pay shall be paid to Telecommunicators who have left the workstation and are called back into work when such notice of recall is four (4) hours or less.

Section 8. Minimum Pay for Meetings/Training

In instances where employees are required to attend mandated training sessions, job related courses or meetings or court appearances held outside the employee's regular work hours, the employee shall be paid a minimum of two (2) hours pay at the appropriate rate.

ARTICLE VII

OVERTIME AND OTHER EMOLUMENTS (CONTINUED)

Section 9. Mileage Reimbursement

Employees required to use their personal vehicles for Town related business, including schooling, shall be reimbursed at the I.R.S. rate.

Section 10. Tuition Reimbursement

The Town agrees to establish a pool of \$2,000 per year for job related courses, subject to prior approval by the Chief of Police. The parties agree to develop specifics of this provision by mutual agreement.

ARTICLE VIII

PENSION AND INSURANCE

Section 1. All eligible employees shall be enrolled in the New York State Employees Retirement System, Section 75-i.

Section 2. (a) The Town shall provide health insurance coverage under the Blue Cross Matrix Plan, inclusive of the Drug Prescription Program. The full cost of premiums for employees, and 50% of the cost of premiums for the employee's dependents, shall be paid by the Town.

Effective January 1, 1986, for employees hired prior to that date, the Town shall pay 75% of the cost of premiums for the employee's dependents.

Effective January 1, 2009, for those hired after 1/1/86, the Town shall pay 60% of the cost of the premiums for the employee's dependents and the full cost of the premiums for employees.

(b) Effective 1/1/09, the Town will provide the CDPHP plan known as the 25 copay plan. The details of this plan are attached in Appendix "C". The Town agrees that it will not change these co-pays and levels of benefit unless agreed upon by both parties.

Section 3. Effective January 1, 2005, the Town shall continue to provide health insurance coverage for employees. If the current health insurance carriers either cancel or modify the current benefit package(s), CSEA and the Town agree to reopen negotiations solely on the issue. In addition, the Town agrees to provide CSEA with reasonable advance Notice if the above circumstances are to occur.

ARTICLE VIII

PENSION AND INSURANCE (CONTINUED)

Section 4. The Town shall provide an insurance policy providing benefits under New York State Disability Benefits Law and pay seventy-five percent (75%) of the cost of premiums for employees within the bargaining unit.

Effective January 1, 1986, for employees hired prior to that date, the Town shall pay the full cost of premiums under this section.

Section 5. The Town shall continue to provide the current Life Insurance benefits.

Section 6. Effective January 1, 1998, an employee who is eligible for coverage under the Town's health insurance program, but elects to forego medical coverage, will receive a payment equal to forty percent (40%) of the cost of the health insurance coverage, with a maximum of \$1,250 (cap effective 1/1/09). Such payments will be made on a prorated basis during December.

An employee will have the option of reactivating health insurance coverage for the forthcoming year by notifying the Town in writing on or before September 15 of each year with reactivation beginning on January 1 of the following year. However, if the health insurance coverage of the employee's spouse terminates or fails to cover the employee for any reason during a year in which the employee elects to participate in the Health Insurance Buy-Out Program, the employee will notify the Town in writing immediately and the Town will reactivate the employee's health insurance coverage. It is understood that the Town retains the right to recover any overpayments.

Section 7. During the first quarter of 1998, the Town shall provide for the implementation of a Section 125 "Cafeteria Plan".

ARTICLE IX

HOLIDAYS

Section 1. All employees shall be entitled to twelve (12) paid holidays as follows:

- | | |
|---------------------------|----------------------------|
| 1. New Year's Day | 7. Columbus Day |
| 2. Martin Luther King Day | 8. Election Day |
| 3. President's Day | 9. Veteran's Day |
| 4. Memorial Day | 10. Thanksgiving Day |
| 5. Independence Day | 11. Day After Thanksgiving |
| 6. Labor Day | 12. Christmas Day |

ARTICLE IX

HOLIDAYS (CONTINUED)

Section 2. In the event one of the above holidays falls on a Saturday, the proceeding Friday shall be the day of observation. If a holiday falls on a Sunday, it shall be observed on the following Monday.

Section 3. For Director of Animal Services and employees within the Police Dispatch Unit, in lieu of the holiday schedule in Section 1 above, employees shall be entitled to thirteen (13) pass days per year as scheduled by mutual agreement with the Sr. Telecommunicator.

Section 4. Any employees, other than Telecommunicators, who are required to work on a holiday shall receive the holiday pay plus time and one-half for all hours worked on said holiday.

Section 5. Employees who are required to work the actual Independence Day, Labor Day, Thanksgiving, Christmas Day or New Year's Day shall receive the pass day plus double the rate of pay for all hours worked on said holidays.

ARTICLE X

VACATION

Section 1. Employees shall earn vacation credits at the rate of 1 day per month which may be accumulated to a maximum of forty (40) days. (Days of vacation are defined as days upon which an employee would otherwise work and receive pay.)

Section 2. Effective January 1, 1986, employees with three (3) or more years service with the Town shall receive additional vacation credits as follows:

Years of Service	Additional Vacation Credits
3	1 day
4	2 days
5	3 days
6	4 days
7	5 days
8	6 days
9	7 days
10	8 days

ARTICLE X

VACATION (CONTINUED)

Section 3. Effective January 1, 1998, additional vacation credits shall be earned as follows:

Years of Service	Additional Vacation Credits
15	9 days
16	10 days
17	11 days
18	12 days
19	13 days

Section 4. Vacation credits may be accumulated up to 40 days; provided, however, that in the event of death, retirement or separation from Town service, an employee may only be compensated for a maximum of 40 days.

Section 5. New employees must complete at least six (6) months of service before they are entitled to use vacation credits earned.

Section 6. The minimum charge for vacation use shall be one (1) day and multiples thereof.

Section 7. Seniority will determine the order of preference to be given to requests for vacation leave if requests are submitted prior to March 1 of each year.

Section 8. Employees hired in a bargaining unit position in a less than full time capacity shall earn and accrue vacation credits on a pro-rated basis.

Section 9. Requests for the use of vacation shall be made to the immediate supervisor. Vacation requests of more than two (2) consecutive days shall be made before the fifteenth day of the previous month in which they are to be taken.

Section 10. Effective January 1, 1998 employees may opt to sell back up to five (5) vacation days per year.

ARTICLE XI
SICK LEAVE

Section 1. Employees shall be entitled to sick leave with pay which is earned at the rate of one (1) day per month, twelve (12) days per year. Sick leave credits may be accumulated to a maximum of one hundred sixty (160) days. (170 days in 2002 and 180 days in 2003).

Section 2. New employees must complete at least six (6) months of service before entitled to use sick leave credits earned.

Section 3. The minimum charge for sick leave shall be one (1) hour and multiples thereof.

Section 4. An employee may be required to produce a physician's certification of his/her fitness to return to work for sick leave absences of three (3) or more consecutive work days.

Section 5. Subject to the approval of the immediate supervisor, employees shall be allowed to charge sick leave credits in the event of illness in the employee's immediate family. Approval to such requests shall not be unreasonably denied. For the purpose of this section, immediate family shall mean spouse or dependent living in the same household.

Section 6. Employees hired in a bargaining unit position in a less than full time capacity shall earn and accrue sick leave credits on a pro-rated basis.

Section 7. Requests for sick leave shall be made at least two (2) hours before the time scheduled to report.

Section 8. Employees who retire may apply any accumulated sick leave days towards their contribution for health insurance coverage.

Section 9. To foster better attendance and full productivity, thereby insuring a proper level of service to the citizenry of the Town, the Employer agrees to pay employees the following annual amounts as an incentive to reduce the usage of sick leave:

0 - 32 hours	- \$300.00
over 32 hours, but less than 64 hours	- 250.00
over 64	- -0-

ARTICLE XII
OTHER LEAVES

Section 1. Personal Leave

- (a) All bargaining unit employees shall be entitled to five (5) personal leave days per year, credited upon an employee's anniversary date with the Town.
- (b) New employees must complete at least six (6) months of service before being entitled to personal leave use.
- (c) Unused Personal leave shall be converted to sick or vacation leave at the employee's option, on the employee's anniversary date.
- (d) The minimum charge for personal leave shall be one (1) hour and multiples thereof.
- (e) Requests for the use of personal leave shall be made at least twenty-four (24) hours prior to the time being requested. However, in emergency situations, requests made before the twenty- four (24) hour notice period, shall not be unreasonably withheld.

Section 2. Bereavement Leave With Pay

- (a) Employees shall be granted three (3) days bereavement leave with pay in the event of a death in the immediate family. Immediate family shall be defined as spouse, mother (natural, step or foster), father (natural, step or foster), brother, sister, grandparents, mother-in-law, father-in-law or any blood relative residing in the household.

In the use of immediate family bereavement leave, an employee's use of sick leave credits, to a maximum of two (2) days, shall not be counted towards the sick leave incentive provision of the agreement.

- (b) One (1) day bereavement leave with pay shall be granted in the event of the death of a brother-in-law or sister-in-law or any other blood relative.

Section 3. Leave of Absence Without Pay

- (a) A leave of absence without pay may be granted, for a period not to exceed six (6) months, at the discretion of the Town Board.
- (b) Employees on an approved leave of absence without pay shall not accrue any other leave benefits while on such leave of absence.

ARTICLE XII

OTHER LEAVES (CONTINUED)

Section 4. Employee Organization Leave

(a) An employee who is a delegate to the CSEA Annual Convention shall be granted two (2) days leave per year, without charge to accumulated credits, to attend the CSEA Annual Convention.

(b) Requests for the use of such leave shall be made at least two (2) weeks prior to the required attendance.

ARTICLE XIII

DISCIPLINE AND DISCHARGE

Section 1. All employees shall be considered permanent upon the completion of one (1) year of service.

Section 2. Prior to the implementation of any proposed disciplinary action, including dismissal, permanent employees shall be given written charges and specification to the alleged incidents leading to the disciplinary charge.

Section 3. No employee shall be requested to sign a statement of an admission of guilt to be used in a disciplinary proceeding without first having an opportunity to have a Union Representative present.

Section 4. In appealing the disciplinary charge, the grievance procedure, as provided for within this Agreement, shall be utilized.

Section 5. No penalty may be implemented prior to the full utilization of the grievance procedure or unless mutually agreed to at any step in the grievance procedure.

Section 6. Instances when the Town determines that an employee's continued presence on the job would constitute a health or safety problem, the employee may be suspended for a period up to 30 days. In such instances, the employee may process his/her disciplinary grievance directly to Step 3.

ARTICLE XIII

DISCIPLINE AND DISCHARGE (CONTINUED)

Section 7. An employee shall not be disciplined for acts, except those which would constitute a crime, which occurred more than six (6) months prior to the written notice of discipline.

Section 8. All disciplinary actions, letters of counsel, and/or letters of reprimand shall be removed from an employee's personnel file after two (2) years from the date of the discipline or letter.

ARTICLE XIV

GRIEVANCE PROCEDURE

Section 1. The established procedure for processing contract disputes and grievances shall be the attached Appendix "B".

ARTICLE XV

VACANCIES AND JOB OPENINGS

Section 1. Whenever a vacancy or job opening occurs within the bargaining unit on any job assignment or work shift, the Town shall post such notice on the Department bulletin board for at least fifteen (15) calendar days prior to the filling of the vacancy or job opening.

Section 2. Notices of vacancies or job openings shall contain a description of the position to be filled, the minimum qualifications for the position, and the work hours of the position.

Section 3. Interested bargaining unit employees shall submit an application in writing to the Town during this fifteen (15) day period.

Section 4. The Town shall fill such vacancy or job opening from among those employees who have applied and who meet the required qualifications. If there is more than one (1) applicant who is equally qualified for the position, then such position shall be filled on the basis of seniority.

Section 5. Out-of-Title Work

When an employee is assigned to duties of a higher nature and a higher classification, that employee shall be paid the higher rate of pay commencing with the first hour. Payment shall be made at the corresponding salary schedule step of the higher position.

ARTICLE XV

VACANCIES AND JOB OPENINGS (CONTINUED)

Section 6. If an employee volunteers to accept and perform the duties of a lower nature and lower classification; that employee shall be paid the lower rate of pay during that period with payment made at the corresponding salary step.

Section 7. Promotion Pay Rate

Effective January 1, 1998, employees who are promoted will be paid at the hiring rate of the higher position or will be placed on the salary step level closest to at least a 3% increase, whichever is greater.

ARTICLE XVI

SENIORITY

Section 1. Seniority shall be defined as the length of service an employee has completed from the actual date of hire within job classification in the Town of Guilderland.

Section 2. Seniority shall be the basis for selection of regular days off, vacation, shifts, job assignments and overtime.

Section 3. The Town shall provide to the CSEA Unit President a seniority listing of all employees within the bargaining unit.

Section 4. An employee who is on a leave of absence of 90 calendar days or less shall continue to accrue benefits and seniority. For leaves of absence greater than 90 calendar days, the employee shall cease to accrue benefits until returned to work status. In regard to seniority for leaves of over 90 calendar days, the seniority date shall be decreased by the amount of the entire leave.

ARTICLE XVII

LAYOFF PROCEDURE

Section 1. In the event of a reduction of the work force, the employee with the least amount of service shall be laid off first.

Section 2. Employees terminated as a result of a layoff shall be rehired in the inverse order of the layoff prior to the Town recruiting new employees.

ARTICLE XVIII

INDEMNIFICATION CLAUSE

The Town shall provide legal and financial protection for members of the bargaining unit sued for action taken in the course of employment.

ARTICLE XIX

LABOR-MANAGEMENT COMMITTEE

Section 1. The Town of Guilderland and the Civil Service Employees Association Unit shall form a Labor Management Committee to meet, at least quarterly, and make a sincere effort to resolve the problems both within and outside of the present contract that exists between the two parties. The Committee shall be comprised of two (2) representatives from the Union and two (2) representatives from the employer. The Committee shall meet within five (5) working days of written notice to the other that it wishes that Committee to convene. The notice shall contain the agenda for the meeting.

The Town and CSEA agree to refer the issue of Education and Training leave benefits to the Labor-Management Committee established in this Agreement.

ARTICLE XX

SAFETY

Section 1. The Town agrees to comply with all Federal and State health and safety laws, standards and regulations, including the Occupational Safety and Health Act of 1970.

Section 2. The CSEA and individual workers may exercise all their rights to secure a safe and healthful workplace, without threats, loss of pay or other reprisals of any kind. The exercise of these rights shall in no way supersede or nullify the rights guaranteed by this contract.

Section 3. All reports, citations, order, appeals and correspondence between the Town and the State and Federal health and safety authorities shall be provided to the Union.

ARTICLE XXI

SAVINGS CLAUSE

If any Article or part thereof of this Agreement or addition thereto should be decided to be in violation of any federal, state or local law, or if adherence to or enforcement of any Article or part thereof should be restrained by a court of law, the remaining Articles of this Agreement or any addition thereto shall not be affected.

ARTICLE XXII

UNIFORMS

Section 1. The basic uniform and equipment for Director of Animal Services and Dispatchers shall consist of and be issued as follows:

ACO Telecommunicator

Long Sleeve Shirts	3	2
Short Sleeve Shirts	3	3
Trousers/Skirt	3	3
Sweater	1	1
Hat	1	-
Ties/Clasp	1	2
Shoes	2	1
Boots, Winter	2	1
Socks	6	6
Ike Jacket	1	-
Winter Jacket	1	1
Belt	1	1
Collar Brass/Badges	2	2
Name Tags	2	2
Rubber Shoe Covers	1	-
Raincoat	1	-
Gloves	1	-
Flashlight	1	-
Patches	1	1
Coveralls	1	-

Section 2. The Town shall, upon satisfactory evidence, repair or replace an employee's articles of uniform, which are required to be repaired or replaced, as a result of normal usage, wear and tear in the performance of required duties, to a maximum expense of Three Hundred Dollars (\$300) per year.

ARTICLE XXII

UNIFORMS (CONTINUED)

Section 3. The Town shall provide each employee an amount of \$300 per year to help defray the cost of dry cleaning uniforms. Payment of such dry cleaning allowance shall be made during the last payroll period each year.

Section 4. The Town will provide separate reimbursement up to a maximum of two hundred and fifty dollars (\$250) per year for personal articles (eyeglasses, watches, etc.) belonging to an Animal Control Officer which are damaged, lost or destroyed as a direct result of the performance of the employee's duties. Payment will be made upon the presentation of evidence satisfactory to the Chief of Police and will be within his discretion.

ARTICLE XXIII

PAST PRACTICE

All existing rules, regulations, practices, benefits and general working conditions previously granted and allowed by the Town, unless specifically excluded by this Agreement, shall remain in full force and effect during the life of this Agreement.

ARTICLE XXIV

PERSONAL HISTORY FILES

An employee shall have the opportunity to review their personal history file in the presence of an appropriate Official of the Town upon five (5) days notice to the Town.

Employees shall be notified of all derogatory material, in reference to employment activities, placed in their personnel folder at the time of placement. Employees may also submit a rebuttal of reasonable length on any such derogatory material placed in their personnel folder.

ARTICLE XXV

LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OR LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

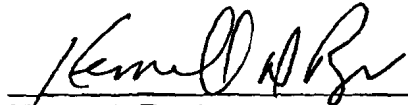
ARTICLE XXVI

DURATION

This Agreement shall become effective January 1, 2008, and shall continue in full force and effect until December 31, 2010.

FOR THE TOWN OF GUILDERLAND:

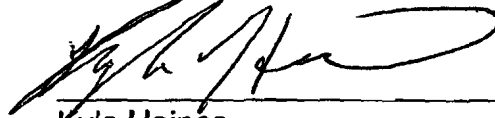
FOR CSEA TOWN OF GUILDERLAND UNIT
"A" OF THE ALBANY COUNTY LOCAL #801:



Kenneth Runion
Town Supervisor



Kris Kelly-Sweeney
Unit President



Kyle Haines
Unit Vice President



Denise A. Lawyer
Labor Relations Specialist

DATE: 7/31/08

SALARY SCHEDULE

2008

		<u>HIRE</u>	AFTER <u>1</u>	AFTER <u>2</u>	AFTER <u>3</u>	AFTER <u>4</u>	AFTER <u>5</u>
Director of Animal Services	1/1/08	38464	39618	40767	41909	43082	47174
Tele-communicator	1/1/08	32686	33848	35002	36161	37324	40394
Sr. Tele-communicator	1/1/08	48075	50395	51679	55030	57346	59727

Advancement through the above salary schedule steps shall become effective on the employee's anniversary date of hire.

SALARY SCHEDULE

2009

	<u>HIRE</u>	<u>AFTER</u> <u>1</u>	<u>AFTER</u> <u>2</u>	<u>AFTER</u> <u>3</u>	<u>AFTER</u> <u>4</u>	<u>AFTER</u> <u>5</u>
Director of Animal Services 1/1/09	39618	40806	41990	43166	44374	48589
Tele-communicator 1/1/09	33667	34863	36052	37246	38444	41606
Sr. Tele-communicator 1/1/09	49517	51907	53230	56681	59066	61519

Advancement through the above salary schedule steps shall become effective on the employee's anniversary date of hire.

SALARY SCHEDULE

2010

	<u>HIRE</u>	<u>AFTER</u> <u>1</u>	<u>AFTER</u> <u>2</u>	<u>AFTER</u> <u>3</u>	<u>AFTER</u> <u>4</u>	<u>AFTER</u> <u>5</u>
Director of Animal Services 1/1/10	40807	42030	43250	44461	45705	50047
Tele-communicator 1/1/10	34677	35909	37134	38363	39597	42854
Sr. Tele-communicator 1/1/10	51003	53464	54826	58381	60838	63365

Advancement through the above salary schedule steps shall become effective on the employee's anniversary date of hire.

"B"

DISPUTE AND GRIEVANCE PROCEDURE

Section 1. Declaration of Principle

It is the intent of the Town and the Association that all grievances be resolved informally or at the earliest possible stage of the grievance procedure. However, both parties recognize that this procedure must be available without any fear of discrimination because of its use.

Every employee shall have the right to present their grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented at all stages of the grievance procedure.

Section 2. Subject Matter

A "grievance" shall mean any claimed violation, misinterpretation or inequitable application of the employment contract, existing laws, rules, procedures, regulations, administrative order or work rule or any other condition of employment which relates to or involves the employee(s).

Section 3. Submission of Grievances

Initial Stage

A. An employee who claims to have a grievance shall present his/ her grievance to the Sergeant/Communications orally, within thirty (30) days after the grievance occurs, or becomes known to the employee.

B. The Sergeant/Communications shall discuss the grievance with the employee; shall make such investigation as necessary, and shall consult with his/her superiors if necessary on an informal basis.

C. Within three (3) days after the presentation of the grievance, the Sergeant/Communications shall make his/her decision and communicate the decision to the employee presenting the grievance and to the employee's representative, if any.

Second Stage

A. If an employee presenting a grievance is not satisfied with the decision made by the Sergeant/Communications, he/she may, within ten (10) days thereafter, request a review and determination of the grievance by the Chief of Police. Such request must be in writing and shall contain a statement as to the specific nature of the grievance and the facts relating to it. Such request shall be served upon both the Chief of Police and the Head Dispatcher.

APPENDIX "B"

DISPUTE & GRIEVANCE PROCEDURE (CONTINUED)

Section 3. Submission of Grievances (continued)

B. The Chief of Police or nominee may, and at the request of the employee, hold a hearing within five (5) days after receiving the written request and statement from the employee. The employee and his/her representative, if any, may appear at the hearing and present oral statements or arguments.

C. Within five (5) days after the close of the hearing, the Chief of Police, or nominee, shall make his/her decision and communicate the same to the aggrieved presenting the grievance, and to the employee's representative, if any.

Third Stage

A. If the employee presenting the grievance is not satisfied with the response of the Chief of Police, the employee may forward the grievance to the Town Supervisor within ten (10) days.

B. The Town Supervisor or designee, shall meet with the employee and his/her representative and issue a written decision not later than fifteen (15) days following receipt of the Third Stage Appeal.

Final Stage

A. If the employee presenting the grievance is not satisfied with the decision of the Town Supervisor or nominee, he/she may, within ten (10) days thereafter and with the consent of CSEA, refer the grievance to binding arbitration through the Public Employment Relations Board. The decision of the arbitrator shall be final and binding. The Town and CSEA agree to share equally the cost of the arbitrator.

Section 4. General Considerations

A. Class grievances involving more than one (1) employee may be submitted by the Association and shall commence at the Third Step.

B. Any meeting or any stage in the grievance procedure may be waived if both parties consent.

Appendix "C"

Plan Effective 1/1/2009

HMO 25 (formerly AvidCare) Benefit Summary
 Town of Guilderland
 Group # 014528

HA14L07

Services	Copayment
Physician Services	
Office visits for illness or injury, or second opinion	\$25 per visit
Physician visits during inpatient stay	Covered in Full
Well baby and child care, including immunizations/inoculations	Covered in Full
Annual Adult physical	Covered in Full
Annual Gynecological exam	Covered in Full
Hospital Services	
Inpatient hospital (semi-private room, anesthesia, X-ray, lab tests, etc.)	\$0
Outpatient surgery	\$75 copay
Diagnostic Testing	
Laboratory services (<i>copayment waived if provider is a designated laboratory</i>)	\$25 per visit
Radiology and imaging (X-rays, ultrasounds, CT scans, etc.) (<i>copayment waived if provider is preferred</i>)	\$25 per visit
Mammogram	Covered in Full
Cytology screening	Covered in Full
Prostate cancer screening	Covered in Full
Maternity	
Physician services	Covered in Full
Inpatient hospital services	\$0
Newborn nursery	Covered in Full
Emergency Care	
Worldwide emergency room care	\$100 per visit (waived if admitted)
Ambulance	\$100 copayment
Urgent Care – Non participating Urgent Care facility services within CDPHP's service area not covered	\$35 per visit
Physical Therapy (30 visits each per benefit period)	\$25 per visit
Speech Therapy (up to 20 visits per benefit period)	\$25 per visit
Occupational Therapy (30 visits each per benefit period)	\$25 per visit
Chiropractic Benefits	\$25 per visit
Home Health Care	Covered in Full
Skilled Nursing Facility - Up to 45 days per benefit period	\$0 per visit
Prosthetic Devices and Durable Medical Equipment	50% coinsurance
Diabetic Care	
Insulin and oral medications – Up to a 30 day supply	\$15 per item
Diabetic supplies (needles, syringes, etc.) - Up to a 30 day supply	\$15 per item
Glucometers	\$20 per item
Diabetic DME	\$25 per item
Mental Health Services	
Outpatient Mental Health services, up to 20 visits per benefit period	\$30 copayment
Inpatient Mental Health services, up to 30 days per benefit period	\$0 copayment

